

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

NO. C20-0085

Plaintiff,

v.

Complaint

SHAUNA SNYDER aka
SHAUNA SNYDER-MONROE,

Defendant.

Plaintiff United States of America, on behalf of its agency, the United States Department of Education (Education), alleges the following in support of its Complaint against Defendant Shauna Snyder aka Shauna Snyder-Monroe (Ms. Snyder):

I. Parties and Nature of Action

1. This is an action by the United States to collect student loan debts from Ms. Snyder. These are Federal Stafford Loans, guaranteed by Northwest Education Loan Association, and reinsured by Education under loan guaranty programs. 20 U.S.C. § 1071 *et seq.*; 34 C.F.R. Part 682.

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II. Jurisdiction and Venue

2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 & 1345.

3. Venue is proper in the Western District of Washington under 28 U.S.C. § 1391, because Ms. Snyder resides in Freeland, Washington.

III. Facts

Ms. Snyder borrowed \$21,532.00 and \$6,124.00 from U.S. Bank via two sets of promissory notes.

4. From September 1995 through May 1998, Ms. Snyder applied for and was granted five Federal Stafford Loans funded by U.S. Bank, authorized under Title IV, Part B of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1071 *et seq.*, and 34 C.F.R. Part 682. The Federal Stafford Loans' details are more particularly set out in Education's Certificate of Indebtedness #1 of 2, attached as Exhibit A.

5. On or about September 29, 1995; August 12, 1996; August 26, 1997; April 15, 1998; and May 23, 1998; Ms. Snyder signed five Promissory Notes by which she promised, in exchange for her receipt of funds from U.S. Bank, to repay the Federal Stafford Loans with interest, fees, and the lender's collection costs, including attorney's fees. True and correct copies of these five Promissory Notes are attached as Exhibit B.

6. Pursuant to these five Promissory Notes, U.S. Bank disbursed to Ms. Snyder \$5,500.00 and \$1,906.00 on or about October 2, 1995; \$5,500.00 and \$890.00 on or about September 5, 1996; \$5,500.00 and \$203.00 on or about September 16, 1997; \$1,596.00 on or about May 6, 1998; and \$437.00

1 on or about May 29, 1998, at a variable interest rate to be established
2 annually by Education. See Exhibit A.

3 7. In August 1998 and January 1999, Ms. Snyder applied for and
4 was granted two additional Federal Stafford Loans, also funded by U.S. Bank
5 and authorized under Title IV, Part B of the Higher Education Act of 1965, as
6 amended, 20 U.S.C. § 1071 *et seq.*, and 34 C.F.R. Part 682. The Federal
7 Stafford Loans' details are more particularly set out in Education's Certificate
8 of Indebtedness #2 of 2, attached as Exhibit C.
9

10 8. On or about August 12, 1998 and January 14, 1999, Ms. Snyder
11 signed two Promissory Notes by which she promised, in exchange for her
12 receipt of funds from U.S. Bank, to repay the Federal Stafford Loans with
13 interest, fees, and the lender's collection costs, including attorney's fees. True
14 and correct copies of these two Promissory Notes are attached as Exhibit D.
15

16 9. Pursuant to these two Promissory Notes, U.S. Bank disbursed to
17 Ms. Snyder \$5,500.00 on August 18, 1998, and \$624.00 on January 20,
18 1999, at a variable interest rate to be established annually by Education. See
19 Exhibit C.
20

21 **Ms. Snyder defaulted on all seven Promissory Notes**
22 **and has failed to repay her debts to Education**

23 10. On or about January 31, 2004, Ms. Snyder defaulted on all seven
24 Promissory Notes by failing to make any payments when due. See Exhibits A
25 & C.
26

27 11. Under the terms of the Promissory Notes, when Ms. Snyder
28 defaulted on the loans, her "entire unpaid balance became immediately due

1 and payable,” at the lender’s option; Ms. Snyder further agreed that if she
2 failed to make payments when due, she would pay “reasonable collection
3 costs, including attorney’s fees, court costs, and collection fees.” See Exhibits
4 B and D.
5

6 **Under loan guaranty and reinsurance agreements, all seven**
7 **Promissory Notes were assigned to Education**

8 12. After Ms. Snyder defaulted on the seven Promissory Notes, U.S.
9 Bank filed insurance claims with Northwest Education Loan Association,
10 which had guaranteed repayment of the loans. Exh. A & C. Northwest
11 Education Loan Association made guaranty payments on U.S. Bank’s
12 insurance claims in the amounts of \$29,217.31 and \$8,232.06. Exh. A & C.
13

14 13. In exchange for its guaranty payments to U.S. Bank, Northwest
15 Education Loan Association acquired the right to be paid by Ms. Snyder
16 under the seven Promissory Notes. Exh. A & C.

17 14. Under reinsurance agreements, Education reimbursed Northwest
18 Education Loan Association for the guaranty payments of \$29,217.31 and
19 \$8,232.06. Exh. A & C.
20

21 15. In exchange for Education’s reimbursements, Northwest
22 Education Loan Association assigned its rights under the seven Promissory
23 Notes to Education in 2008. Education presently holds the Promissory Notes.
24

25 16. As of January 13, 2020, Ms. Snyder owed Education \$37,013.67
26 on the five Federal Stafford Loans taken between 1995-May 1998, comprised
27 of \$26,069.52 principal, plus \$10,944.15 interest. Additional interest accrues
28 on the principal amount at the annual rate of 5.46 percent and a daily

1 accrual rate of \$3.91 through June 30, 2020, and thereafter at such rate as
2 Education establishes pursuant to section 427A of the Higher Education Act
3 of 1965, as amended, 20 U.S.C. § 1077a. *See* Exhibit A.
4

5 17. As of January 13, 2020, Ms. Snyder owed Education \$9,654.93
6 on the two Federal Stafford Loans taken in August 1998 and January 1999,
7 comprised of \$7,267.21 principal plus \$2,387.72 interest. Additional interest
8 accrues on the principal amount at the annual rate of 4.66 percent and a
9 daily accrual rate of \$0.92 through June 30, 2020, and thereafter at such rate
10 as Education establishes pursuant to section 427A of the higher Education
11 Act of 1965, as amended, 20 U.S.C. § 1077a. *See* Exhibit C.
12

13 **Count I – Breach of Contract**

14 18. The United States incorporates the foregoing paragraphs as if
15 fully restated herein.
16

17 19. Ms. Snyder formed contracts with U.S. Bank when she signed the
18 seven Promissory Notes by which she promised, in exchange for her receipt of
19 the loan funds, to repay the Federal Stafford Loans with interest, fees, and the
20 lender's reasonable collection costs, including attorney's fees, court costs, and
21 collection fees.
22

23 20. Through the loan guaranty and reinsurance agreements and
24 payments described above, U.S. Bank assigned the seven Promissory Notes to
25 Northwest Education Loan Association, and Northwest Education Loan
26 Association then assigned the seven Promissory Notes to Education.
27
28

1 21. Ms. Snyder materially breached all seven Promissory Notes by
2 failing to make payments when due and persisted in that failure on or about
3 January 31, 2004.
4

5 22. Ms. Snyder's material breach of the five Promissory Notes she
6 entered into in 1995, 1996, 1997, and April and May 1998, has caused
7 Education damages of \$37,013.67 as of January 13, 2020; plus interest on
8 the principal at the annual rate of 5.46 percent, and a daily accrual rate of
9 \$3.91 through June 30, 2020, and after that at a rate to be established by
10 Education pursuant to Section 427A of the Higher Education Act of 1965, as
11 amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment
12 interest at the statutory rate thereafter.
13

14 23. Ms. Snyder's material breach of the two Promissory Notes she
15 entered into in August 1998 and January 1999, has caused Education
16 damages of \$9,654.93, as of January 13, 2020; plus interest on the principal
17 at the annual rate of 4.66 percent, and a daily accrual rate of \$0.92 through
18 June 30, 2020, and after that at a rate to be established by Education
19 pursuant to Section 427A of the Higher Education Act of 1965, as amended,
20 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at
21 the statutory rate thereafter.
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Prayer for Relief

WHEREFORE, the United States respectfully requests that the Court enter judgment in its favor, as follows:

a. That Ms. Synder's materially breached seven Promissory Notes by failing to make payments when due;

b. That, due to Ms. Snyder's material breach of the seven Promissory Notes, she is liable to the United States for damages, as follows:

- For her material breach of the five Promissory Notes executed in 1995, 1996, 1997, and April and May 1998, Ms. Snyder owes \$37,013.67 as of January 13, 2020; plus \$3.91 daily interest from January 14, 2020 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.
- For her material breach of the two Promissory Notes executed in August 1998 and January 1999, Ms. Snyder owes \$9,654.93, as of January 13, 2020; plus \$0.92 daily interest from January 14, 2020 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.

1 c. That Ms. Snyder is liable for the United States' reasonable
2 collection costs, including attorney's fees, court costs, and collection fees; and

3 d. All other relief in favor of the United States that the Court deems
4 just and proper.
5

6 DATED this 17th day of January 2020.

7 Respectfully submitted,

8 BRIAN T. MORAN
9 United States Attorney

10 s/ Kyle A. Forsyth
11 KYLE A. FORSYTH, WSBA # 34609
12 Assistant United States Attorney
13 United States Attorney's Office
14 700 Stewart Street, Suite 5220
15 Seattle, Washington 98101-1271
16 Phone: (206) 553-7970 /Fax: (206) 553-4067
17 E-mail: Kyle.Forsyth@usdoj.gov
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**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 OF 2

SHAUNA SNYDER
AKA SHAUNA SNYDER-MONROE
1939 HARBOR SANDS LN
FREELAND, WA 98249
Account No. XXXXX2113

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/13/20.

On or about 9/29/95, 08/12/96, 08/26/97, 04/15/98 & 05/23/98, the BORROWER executed promissory note(s) to secure loan(s) of \$7,406.00, \$6,390.00, \$5,703.00, \$1,943.00 & \$437.00 from U.S.BANK, St. Paul, MN. This loan was disbursed for \$5,500.00 & \$1,906.00 ON 10/02/95, \$5,500.00 & \$890.00 ON 09/05/96, \$5,500.00 & \$203.00 ON 09/16/97, \$1,596.00 ON 05/06/98, AND \$437.00 ON 05/29/98 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by NORTHWEST EDUCATION LOAN ASSOCIATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/31/04, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$29,217.31 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/26/08, assigned its right and title to the loan to the Department.

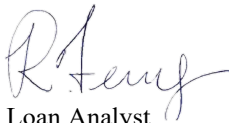
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments the BORROWER now owes the United States the following:

Principal:	\$26,069.52
Interest:	\$10,944.15
Total debt as of 01/13/20:	\$37,013.67

Interest accrues on the principal shown here at the current rate of 5.46 % and a daily rate of \$3.91 through June 30, 2020, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 01/15/20


Loan Analyst
Litigation Support Unit

DF062640 07-28-95

RapidAp System

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor or Program Identification



Northwest Education Loan Association

650561 OCT-295

(206) 461-5470

1-800-732-1077

Borrower Section

1. Last Name **BNYDER-MONROE** First Name **SHAUNA** **STUDENT LOAN** Please print neatly or type. Read the instructions carefully.

2. Permanent Street Address (If P.O. Box, use instructions.)

131 FOUR CORNERS RD

City **PORT TOWNSEND**State **WA** Zip Code **98368**

7. Lender Name

U.S. BANK City **PORT TOWNSEND, WA.** State **WA.** Zip Code **98368**

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.

Name **Lola Snyder**
Permanent Address **19581 1st Ave NW #105**
City, State, Zip Code **POULSBORO, WA. 98730**
Area Code/Telephone **(800) 397-4307**
Relationship to Borrower **mother**

Name **Chadwick D. Verser**
Permanent Address **1686 Lake St. Suite 200**
City, State, Zip Code **PORT TOWNSEND, WA. 98368**
Area Code/Telephone **(800) 379-9115**
Relationship to Borrower **friend**

Loan Assistance Requested

11. I request the following loan type(s), to the extent I am eligible (see instructions):

☒ a. Subsidized Federal Stafford☒ b. Unsubsidized Federal Stafford

12. I request a total amount under these loan types not to exceed (see instructions for loan maximums): My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.

\$ **7,406.00**

13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.

☐ a. Yes, I want a deferment☐ b. No, I do not want a deferment

14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.

☐ a. Yes, I want my interest capitalized☐ b. No, I prefer to pay the interest

15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.

☐ a. Yes, transfer funds☐ b. No, do not transfer funds

Promissory Note

Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

Continued on the reverse side.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

16. Borrower's Signature **Shauna Snyder-Monroe**Today's Date (Month/Day/Year) **9/29/95**

School Section

To be completed by an authorized school official.

17. School Name **WASHINGTON STATE UNIV**23. School Code/Branch **003800**28. Telephone Number **(509) 335-7711**18. Street Address **137 FRENCH ADM BUILDING**24. Cost of Attendance \$ **11,346.00**

29. Recommended Disbursement Date(s) (Month/Day/Year)

City **PULLMAN** State **WA** Zip Code **99164-1015**25. Federal Expected Family Contribution \$ **0.00**In **08/16/95** and **01/08/96**

19. Loan Period (Month/Day/Year)

From **08/28/95** To **10/10/96**26. Estimated Financial Aid \$ **3,940.00**

30. School Certification (See box on the reverse side.)

20. Grade Level **3**

27. Certified Loan Amounts

CERTIFIED BY

21. Enrollment Status (Check one.)

☒ Full Time ☐ At Least Half Timea. Subsidized \$ **5,500.00**

Signature of Authorized School Official

22. Anticipated Completion (Graduation) Date (Month/Day/Year)

07/13/98b. Unsubsidized \$ **1,906.00**

Print or Type Name and Title

J. NACCARATODate **07-25-95**Check box if electronically transmitted to guarantor ☐

Lender Section

To be completed by an authorized lending official.

31. Lender Name

32. Lender Code/Branch **811698**33. Telephone Number **()**

34. Lender Use Only

35. Street Address

36. Amount(s) Approved

a. Subsidized \$ **5500.00**b. Unsubsidized \$ **1906.00**

City

State

Zip Code

37. Signature of Authorized Lending Official

Print or Type Name, Title, and Date

10/2/95

US 104

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10/2/95

LENDER COPY

01.02

.....
I declare under the penalty of perjury that the foregoing
is a true and correct copy of the Promissory Note.
Douglas E. St. Peter
Douglas E. St. Peter
Senior Director, Portfolio Management
Eaton Vance, Inc.
Eaton Vance, Inc. is authorized Agent for United
States and Foreign Funds
Exec 8/26/20

TRUE COPY OF THE ORIGINAL

Promissory Note (continued)**Disclosure of Terms**

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized delinquency or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I end enrollment as at least a half-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of delinquency or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of postponing payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my Application; (ii) I fail to use the proceeds of the loan(s) solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on the loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximums under the Act.
- (4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including FDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- (5) I authorize my school to pay to the holder any refund, that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- (7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and, (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.
- (8) So that the loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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Document Retained

If necessary to ensure compliance with the Act, I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (including information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

RapidAp System

1914

LENDER COPY

Exh. B - Page 4 of 11

Promissory Note (continued)**Disclosure of Terms**

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I end enrollment as at least a full-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of aligning payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (I) I fail to enroll as at least a half-time student at the school that certified my Application; (II) I fail to use the proceeds of the loan(s) solely for educational expenses; (III) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (IV) I default on the loan(s).

The following events shall constitute a default on a loan: (I) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (II) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment of at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates.

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximum under the Act.
- (4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including FOSI loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- (5) I authorize my school to pay to the holder any refund that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- (7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.
- (8) So that the loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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If necessary to ensure compliance with the Act, I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (including information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

RapidAp System		05-18-97 RECEIVED DF109089		7-1-8-97 05-337	
Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized) <small>OMB No. 1545-0717 Form Approved Exp. Date 03/01/98</small> <small>WARNING: Any person who knowingly makes a false statement or misrepresents facts on this form is subject to penalties which may include loss of repayment under the United States Credit Reform Act of 1980.</small>			Northwest Education (206) 461-5470 Loan Association 1-800-732-1077		
Borrower Section Please print neatly or type. Read the instructions carefully.					
1. Last Name		First Name		2. Social Security Number	
SNYDER		SHAUNA		2113	
3. Permanent Street Address (if P.O. Box, see instructions)		4. Telephone Number		5. Loan Period (Month/Year)	
340 E PRICE ST		960 385-7375		From 8/97 To 5/98	
City		State		Zip Code	
PORT HADLOCK		WA		98339	
7. Lender Name		8. Lender Code, if known		9. Date of Birth (Month/Day/Year)	
US Bank				5/53	
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.					
Name		Address		Relationship to Borrower	
1. LILA SNYDER		19381 1ST AVE NE # 109		Mother	
2. CRADDOCK D. VERBER		686 LAKE ST, SUITE 200		Cousin	
City, State, Zip Code		City, State, Zip Code		City, State, Zip Code	
POULSBORO WA 98730		PORT TOWNSEND WA 98368		PORT TOWNSEND WA 98368	
Area Code/Telephone		Area Code/Telephone		Area Code/Telephone	
360 697-4507		360 377-9115		360 377-9115	
Loan Assistance Requested					
11. I request the following loan type(s), to the extent I am eligible (see instructions):					
<input checked="" type="checkbox"/> a. Subsidized Federal Stafford <input type="checkbox"/> b. Unsubsidized Federal Stafford					
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums):					
My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.					
13. If I check yes, I am requesting postponement (deferral) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.					
<input checked="" type="checkbox"/> a. Yes, I want a deferment <input type="checkbox"/> b. No, I do not want a deferment					
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.					
<input type="checkbox"/> a. Yes, I want my interest capitalized <input checked="" type="checkbox"/> b. No, I prefer to pay the interest					
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.					
<input checked="" type="checkbox"/> a. Yes, transfer funds <input type="checkbox"/> b. No, do not transfer funds					
Promissory Note Continued on the reverse side.					
Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.					
THIS IS A LOAN(S) THAT MUST BE REPAYED.					
16. Borrower's Signature <u>Shauna Snyder</u>				Today's Date (Month/Day/Year) <u>8/26/97</u>	
School Section To be completed by an authorized school official.					
17. School Name		23. School Code/Branch		25. Telephone Number	
WASHINGTON STATE UNIV.		00380000		(509) 335-9711	
18. Street Address		24. Cost of Attendance		26. Recommended Disbursement Date(s) (Month/Day/Year)	
380 LIGHTY STUDENT SERV.		\$ 11,403 .00		1st 08/19/97 2nd 01/06/98	
City		State		Zip Code	
PULLMAN		WA		99164-1068	
19. Loan Period (Month/Day/Year)		27. Estimated Financial Aid		30. School Certification (See box on the reverse side.)	
From 08/25/97 To 05/08/98		\$ 5,700 .00		CERTIFIED BY: Signature of Authorized School Official <u>LESLEY PHELPS, LOAN COORD.</u> Print or Type Name and Title 08-17-97 Date	
20. Grade Level		27. Certified Loan Amounts		<input type="checkbox"/> a. Subsidized \$ 5,500 .00 <input type="checkbox"/> b. Unsubsidized \$ 203 .00	
3				<input type="checkbox"/> Check box if electronically transmitted to guarantor.	
21. Enrollment Status (Check one)		22. Anticipated Completion (Graduation) Date (Month/Day/Year)			
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		05/13/99			
Lender Section To be completed by an authorized lender official.					
31. Lender Name		32. Lender Code/Branch		33. Telephone Number	
		811698			
34. Street Address		35. Amount(s) Approved		36. Lender Use Only	
		<input checked="" type="checkbox"/> a. Subsidized \$ 5500 .00 <input type="checkbox"/> b. Unsubsidized \$ 203 .00			
City		State		Zip Code	
37. Signature of Authorized Lending Official		38. Date		39. Date	
		9-10-97			

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LENDER COPY

TRUE COPY OF THE ORIGINAL

Promissory Note (continued)Poor Source Original
Document Retained**Disclosure of Terms**

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1985, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I end enrollment as at least a half-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$500 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of deferring payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my Application; (ii) I fail to use the proceeds of the loan(s) solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation; provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1985, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I file a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term of this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

(1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

(2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.

(3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximums under the Act.

(4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.

(5) I authorize my school to pay to the holder any refund that may be due to me, up to the amount of the loan(s).

(6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.

(7) I authorize the release of information pertinent to this loan: (i) by the school; current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.

(8) So that the (name) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

If necessary to ensure compliance with the Act, I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (including information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

RapidAp System 04-10-98 30016637		ELMRES0000P606Z86	
Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)			
OMB No. 1640-0717 Form Approved Exp. Date 03/31/99 WARNING: Any person who knowingly makes a false statement or omits material information on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1091.		Northwest Education Loan Association (206) 461-5470 1-800-732-1077	
Borrower Section Please print neatly or type. Read the instructions carefully.			
1. Last Name SNYDER		2. Social Security Number 2113	
3. Permanent Street Address (If P.O. Box, see instructions) 340 E PRICE ST		4. Telephone Number 860 1385-3373	
City PORT HADLOCK		5. Loan Period (Month/Year) From: 5/98 To: 7/98	
State WA		6. Driver's License Number (List state abbreviation first) NA	
Zip Code 98339		7. Lender Code, if known 811698	
8. Lender Name U.S. Bank		9. Date of Birth (Month/Day/Year) 53	
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.			
Name David G. Snyder Permanent Address 1735 Beach Dr. City, State, Zip Code Port Orchard, WA 98376 Area Code/Telephone (360) 769-9044 Relationship to Borrower brother		Name Craddock D. Verser Permanent Address 1084 Lake St. Ste 200 City, State, Zip Code Port Townsend, WA 98368 Area Code/Telephone (360) 379-9115 Relationship to Borrower lawyer, friend	
Loan Assistance Requested			
11. I request the following loan type(s), to the extent I am eligible (see instructions): <input type="checkbox"/> a. Subsidized Federal Stafford <input type="checkbox"/> b. Unsubsidized Federal Stafford		\$ 1,943.00	
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums): My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.		<input type="checkbox"/> a. Yes, I want a deferment <input type="checkbox"/> b. No, I do not want a deferment	
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLI loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.		<input type="checkbox"/> a. Yes, I want my interest capitalized <input type="checkbox"/> b. No, I prefer to pay the interest	
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLI loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.		<input checked="" type="checkbox"/> a. Yes, transfer funds <input type="checkbox"/> b. No, do not transfer funds	
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.			
Promissory Note Continued on the reverse side. Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.			
THIS IS A LOAN(S) THAT MUST BE REPAYED.			
16. Borrower's Signature Shauna Snyder		Today's Date (Month/Day/Year) 4/15/98	
School Section To be completed by an authorized school official.			
17. School Name WASHINGTON STATE UNIV.		23. School Code/Branch 003B0000	
18. Street Address 380 LIGHTY STUDENT SERV.		24. Cost of Attendance \$ 3,053.00	
City PULLMAN		25. Federal Expected Family Contribution \$ 0.00	
State WA		26. Estimated Financial Aid \$ 1,112.00	
Zip Code 99164-1068		27. Certified Loan Amounts a. Subsidized \$ 0.00 b. Unsubsidized \$ 1,943.00	
19. Loan Period (Month/Day/Year) 05/13/98 to 07/31/98		28. Recommended Disbursement Date(s) (Month/Day/Year) 1st 05/06/98 2nd 05/07/98	
20. Grade Level 3		29. School Certification (See box on the reverse side.) CERTIFIED BY Signature of Authorized School Official LESLEY PHELPS, LOAN COORD. Print or Type Name and Title 04-08-98 Date Check box if electronically transmitted to guarantor <input checked="" type="checkbox"/>	
21. Enrollment Status (Check one) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		22. Anticipated Completion (Graduation) Date (Month/Day/Year) 05/13/99	
Lender Section To be completed by an authorized lending official.			
31. Lender Name EXPRESSWAY		32. Lender Code/Branch 811698	
33. Amount(s) Approved a. Subsidized \$ 0.00 b. Unsubsidized \$ 1,943.00		34. Signature of Authorized Lending Official 4-22-98	
35. Street Address		36. Print or Type Name, Title, and Date	
City		State	
Zip Code		Date	

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Promissory Note (continued)**Disclosure of Terms**

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionally from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is canceled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of my loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I enrollment as at least a half-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of deferring payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my Application; (ii) I fail to use the proceeds of the loan(s) solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the loan transferred to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorizes the guarantor to adjust disbursement dates.

Borrower Certification and Authorization

I declare under penalty of perjury that the foregoing is true and correct.

(1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

(2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.

(3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximum under the Act.

(4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NSF loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.

(5) I authorize my school to pay to the holder any refund that may be due to me, up to the amount of the loan(s).

(6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.

(7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and, (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.

(8) So that the loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state, agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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Application and Promissory Note for Federal Stafford Loans

(subsidized and unsubsidized)
OMB No. 1840-0117, Form Approved Exp. Date 03/31/99
 WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 18 U.S.C. 1007.

Guarantor or Program Identification
Northwest Education (206) 461-5470
Loan Association 1-800-732-1077

Borrower Section

1. Last Name: **SNYDER** First Name: **STUDENT LOAN CENTER** MAY 25 1998
 2. Social Security Number: **2113**
 3. Permanent Street Address (If P.O. Box, see instructions): **340 E PRICE ST**
 4. Telephone Number: **860 385-5375**
 5. Loan Period (Month/Year): From: **5/98** To: **7/98**
 6. Driver's License Number (List state abbreviation first): **NA**
 7. Lender Name: **U.S. BANK** City: **PORT HADLOCK** State: **WA** Zip Code: **98337**
 8. Lender Code, if known: **84498**
 9. Date of Birth (Month/Day/Year): **53**

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.

Name	Permanent Address	City, State, Zip Code	Area Code/Telephone	Relationship to Borrower
1. David G. Snyder	2735 Beach Dr.	Port Orchard, WA 98476	(860) 769-9044	brother
2. Craddock D. Verser	684 Lake St. Ste. 200	Port Townsend, WA 98368	(360) 379-9115	Attorney / Friend

Loan Assistance Requested.

11. I request the following loan type(s), to the extent I am eligible (see instructions):
☐ a. Subsidized Federal Stafford ☒ b. Unsubsidized Federal Stafford

12. I request a total amount under these loan types not to exceed (see instructions for loan maximums):
 My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement. **\$ 437.00**

13. If I check yes, I am requesting postponement (deferral) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.
☐ a. Yes, I want a deferment ☐ b. No, I do not want a deferment

14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.
☐ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest

15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.
☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note
 Promise to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understood, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and this accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

16. Borrower's Signature: **Shauna Snyder** Today's Date (Month/Day/Year): **5/23/98**

School Section
 To be completed by an authorized school official.

17. School Name: WASHINGTON STATE UNIV.	23. School Code/Branch: 00360000	25. Telephone Number: (509) 335-9711
18. Street Address: 380 LIGHTY STUDENT SERV.	24. Cost of Attendance: 2,708.00	26. Recommended Disbursement Date(s) (Month/Day/Year): 1st: 05/06/98 2nd: 05/07/98
19. City: PULLMAN State: WA Zip Code: 99164-1063	25. Federal Expected Family Contribution: 0.00	27. Estimated Financial Aid: 675.00
20. Loan Period (Month/Day/Year): From: 05/17/98 To: 07/31/98	26. Estimated Financial Aid: 675.00	28. School Certification (See box on the reverse side): CERTIFIED BY Signature of Authorized School Official: LESLEY PHELPS, LOAN COORD. Print or Type Name and Title: 05-18-98 Date: Check box if electronically transmitted to guarantor: <input checked="" type="checkbox"/>
21. Grade Level: 3	27. Certified Loan Amounts: a. Subsidized: 0.00 b. Unsubsidized: 437.00	
22. Enrollment Status (Check one): <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		
23. Anticipated Completion (Graduation) Date (Month/Day/Year): 05/13/99		

Lender Section
 To be completed by an authorized lending official.

31. Lender Name: U.S. BANK	32. Lender Code/Branch: 84498	33. Telephone Number: 860 385-5375	34. Lender Use Only: EXPRESSWAY
35. Street Address: 340 E PRICE ST	36. Amount(s) Approved: a. Subsidized: 0.00 b. Unsubsidized: 437.00	37. Signature of Authorized Lending Official: 5/24/98 Print or Type Name, Title, and Date	
38. City: PORT HADLOCK State: WA Zip Code: 98337			

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Promissory Note (continued)**Disclosure of Terms**

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I may pay reasonable collection fees and costs, plus report costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I and enrollment as at least a half-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of signing payment data on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that defined my Application; (ii) I fail to use the proceeds of the loan(s) solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all the outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses as which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) to the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximums under the Act.
- (4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including PLUS loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- (5) I authorize my school to pay to the holder any refund, that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- (7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.
- (8) So that this loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #2 OF 2

SHAUNA SNYDER
1939 HARBOR SANDS LN
FREELAND, WA 98249
Account No. XXXXX2113

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/13/20.

On or about 08/18/98 & 01/20/99, the BORROWER executed promissory note(s) to secure loan(s) of \$5,500.00 & \$624.00 from U.S.BANK, St. Paul, MN. This loan was disbursed for \$5,500.00 ON 08/18/98 AND \$624.00 ON 01/20/99 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by NORTHWEST EDUCATION LOAN ASSOCIATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/31/04, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$8,232.06 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/26/08 & 10/21/08, assigned its right and title to the loan to the Department.

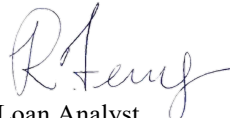
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$7,267.21
Interest:	\$2,387.72
Total debt as of 01/13/20:	\$9,654.93

Interest accrues on the principal shown here at the current rate of 4.66 % and a daily rate of \$0.92 through June 30, 2020, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 01/15/20


Loan Analyst
Litigation Support Unit

RapidAp System 08-10-98 50035872 (ERROR) ELMRES0000P10CJ3J

Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized)		Guarantor or Program Identification Northwest Education Loan Association (206) 461-5470 1-800-732-1077	
Borrower Section Aug 14 1998 Aug 18 98 Please print neatly or type. Read the instructions carefully.			
1. Last Name SNYDER		2. Social Security Number 2113	
3. Permanent Street Address (P.O. Box not acceptable) 340 E PRICE ST		4. Telephone Number (360) 385-5375	
City PORT HADLOCK		5. Loan Period (Month/Year) From 8/98 To 5/99	
State WA		6. Driver's License Number (List state abbreviation first) NA	
Zip Code 98339		7. Lender Code, if known 811698	
8. Date of Birth (Month/Day/Year) 5/53			
10. References: You must provide separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if living). Both references must be completed fully.			
Name Lola A. Snyder		Name Craddock D. Verser	
Permanent Address 19581 1st AVE NE #105		Permanent Address 4302 Holcomb	
City, State, Zip Code Paulsboro, WA 98730		City, State, Zip Code Port Townsend, WA 98368	
Area Code/Telephone (360) 697-4507		Area Code/Telephone (360) 385-0235	
Relationship to Borrower mother		Relationship to Borrower attorney & friend	
Loan Assistance Requested			
11. I request the following loan type(s), to the extent I am eligible (see instructions): <input checked="" type="checkbox"/> a. Subsidized Federal Stafford <input type="checkbox"/> b. Unsubsidized Federal Stafford			
12. I request a total amount under these loan types not to exceed (see instructions for loan maximums). My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement. \$ 5,500.00			
13. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment. <input type="checkbox"/> a. Yes, I want a deferment <input type="checkbox"/> b. No, I do not want a deferment			
14. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest. <input type="checkbox"/> a. Yes, I want my interest capitalized <input type="checkbox"/> b. No, I prefer to pay the interest			
15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account. <input checked="" type="checkbox"/> a. Yes, transfer funds <input type="checkbox"/> b. No, do not transfer funds			
Promissory Note Continued on the reverse side.			
I, the undersigned, promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understand, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.			
THIS IS A LOAN(S) THAT MUST BE REPAYED.			
18. Borrower's Signature Shauna Snyder		Today's Date (Month/Day/Year) 8/12/98	
School Section To be completed by an authorized school official.			
17. School Name WASHINGTON STATE UNIV.		23. School Code/Branch 00380000	
18. School Address 380 LIGHTY STUDENT SERV.		24. Cost of Attendance \$ 11,738.00	
City PULLMAN		25. Federal Expected Family Contribution \$ 0.00	
State WA		26. Estimated Financial Aid \$ 6,238.00	
Zip Code 99164-1068		27. Certified Loan Amounts a. Subsidized \$ 5,500.00 b. Unsubsidized \$ 0.00	
19. Loan Period (Month/Day/Year) From 08/24/98 To 05/07/99		28. Recommended Disbursement Date(s) (Month/Day/Year) 1st 08/18/98 2nd 01/05/99	
20. Grade Level 4		30. School Certification (See box on the reverse side.) CERTIFIED BY Signature of Authorized School Official CHERYL DRUFFEL LOAN COORD Print or Type Name and Title 08-09-98 Date	
21. Enrollment Status (Check one) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		Check box if electronically transmitted to guarantor: <input checked="" type="checkbox"/>	
22. Anticipated Completion (Graduation) Date (Month/Day/Year) 05/13/99			
Lender Section To be completed by an authorized lending official.			
31. Lender Name 811698		32. Lender Code/Branch 811698	
33. Telephone Number (360) 385-5375		34. Lender Use Only	
35. Amount(s) Approved a. Subsidized \$ 5500.00 b. Unsubsidized \$ 0.00			
36. Signature of Authorized Lending Official 8-18-98		Print or Type Name, Title, and Date	

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9

Promissory Note (continued)

Disclosure of Terms

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I end enrollment as at least a half-time student at an eligible school. My grace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of postponing payment duties on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (I) I fail to enroll as at least a half-time student at the school that certified my Application; (II) I fail to use the proceeds of the loan(s) solely for educational expenses; (III) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (IV) I default on the loan(s).

The following events shall constitute a default on a loan: (I) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (II) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default this will be reported to national credit bureaus and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended [20 U.S.C. 1070 et seq.], other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either file in court to transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximum under the Act.
- (4) I certify that I do not now own a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- (5) I authorize my school to pay to the holder any refund that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- (7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.
- (8) So that the loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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RapidAp System

01-12-99

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ELMRES0000P60H12L

Application and Promissory Note for
Federal Stafford Loans (subsidized and unsubsidized)

10-10-97 Form Approved E.O. 12812-1009
 *NB: Any person who knowingly makes a false statement or misrepresentation on this form is subject to criminal penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor or Program Identification


**Northwest Education
Loan Association**

(206) 461-5470

1-800-732-1077

Lower Section STUDENT LOAN CERTIFICATE

Please print neatly or type. Read the instructions carefully.

1. Name Last Name: SNYDER First Name: SHAUNA		2. Social Security Number 2113
3. Permanent Street Address (If P.O. Box, see instructions.) 30 E PRICE ST		4. Telephone Number (360) 385-5375
5. Loan Period (Month/Year) From: 1/99 To: 5/99	6. Driver's License Number (List state abbreviation first) WA 98339	
7. Lender Code, if known 811698	8. Date of Birth (Month/Day/Year) 5/53	

References: You must provide two separate references with different U.S. addresses. The first reference should be a parent or legal guardian (if a minor). Both references must be completed fully.

9. Name Lola A. Snyder	10. Name Chaddock D. Verser
11. Permanent Address 19581 1st Ave N.E.	12. Permanent Address 6816 Lake St. Ste. 200
13. City, State, Zip Code Bellevue, WA 98008	14. City, State, Zip Code Port Townsend, WA 98148
15. Area Code/Telephone (360) 697-4501	16. Area Code/Telephone (360) 379-9115
17. Relationship to Borrower mother	18. Relationship to Borrower attorney, friend

Loan Assistance Requested

19. I request the following loan type(s), to the extent I am eligible (see instructions):

☐ a. Subsidized Federal Stafford ☐ b. Unsubsidized Federal Stafford

20. I request a total amount under these loan types not to exceed (see instructions for loan maximums):
 My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement.
\$ 624.00

21. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment.

☐ a. Yes, I want a deferment ☐ b. No, I do not want a deferment

22. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest.

☐ a. Yes, I want my interest capitalized ☐ b. No, I prefer to pay the interest

23. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer the loan proceeds received by EFT to my student account.

☒ a. Yes, transfer funds ☐ b. No, do not transfer funds

Promissory Note

Promisor to Pay: I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other fees which may become due as provided in this Note. If I fail to make payments on this Note when due, I will also pay reasonable collection costs, including attorney's fees, court costs, and collection fees. I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is issued. I understand that this is a Promissory Note. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature certifies I have read, understood, and agree to the terms and conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities statement.

THIS IS A LOAN(S) THAT MUST BE REPAYED.

19. Borrower's Signature Shauna Snyder Today's Date (Month/Day/Year) 1/14/99

24. School Name WASHINGTON STATE UNIV.		25. School Code/Branch 003B0000	26. Telephone Number (509) 335-9711
27. Street Address 380 LIGHTY STUDENT SERV.	28. Cost of Attendance \$ 11,162.00	29. Recommended Disbursement Date(s) (Month/Day/Year) 1st 01/05/99 2nd 05/07/99	
30. City PULLMAN	31. State WA	32. Federal Expected Family Contribution \$ 0.00	33. Estimated Financial Aid \$ 10,838.00
34. Zip Code 99164-1068	35. Certified Loan Amounts a. Subsidized \$ 0.00 b. Unsubsidized \$ 624.00	36. School Certification (See box on the reverse side.) CERTIFIED BY Signature of Authorized School Official CHERYL DRUFFEL LOAN COORD Print or Type Name and Title 01-11-99 Date	
37. Loan Period (Month/Day/Year) From 01/11/99 To 05/07/99	38. Grade Level 4	39. Enrollment Status (Check one) <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time	
40. Anticipated Completion (Graduation) Date (Month/Day/Year) 05/13/99	41. Lender Code 811698		
42. Lender Name Northwest Education Loan Association		43. Telephone Number (360) 385-5375	44. Lender Use Only
45. Street Address 30 E PRICE ST	46. Amount(s) Approved a. Subsidized \$ 0.00 b. Unsubsidized \$ 624.00	47. Signature of Authorized Lending Official 1-20-99 Print or Type Name, Title, and Date	
48. City PULLMAN	49. State WA	50. Zip Code 99164	51. Lender Use Only

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1-20-99 LENDER COPY

Promissory Note (continued)

Disclosure of Terms

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education Regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loans. I agree to pay all interest charges on my subsidized Federal Stafford Loans except interest payable by the federal government under the Act.

Unless I have requested that the interest that accrues on my unsubsidized Federal Stafford Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fail to make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guarantor) may charge a guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loan(s). I understand the origination and guarantee fees are refundable only if a disbursement is canceled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I am obligated to repay the full amount of the loan(s) and accrued interest. Federal Stafford Loans have a repayment grace period, usually until six months after I and enrollment as at least a half-time student at an eligible school. My grace period shall be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed 10 years, exclusive of any period of deferment or forbearance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SLS Loans is \$600 or the amount of interest due and payable, whichever is larger. If I am eligible and I request it, my lender must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act.

My repayment schedule may include all of my Federal Family Education Loans that are owned by the holder of this Note. I agree that the holder may grant me a forbearance for purposes of deferring payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Acceleration and Default

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my Application; (ii) I fail to use the proceeds of the loan(s) solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fail to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (ii) I fail to make installment payments when due, or fail to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to honor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the guarantor may purchase my loan and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, this will be reported to national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If this loan is made by the school, or if the proceeds of this loan are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and defenses which I could assert against the school. My recovery under this provision shall not exceed the amount I paid on this loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce this loan in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked on later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Act. I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor to adjust disbursement dates

Borrower Certification and Authorization

I declare under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be applied to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (3) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximums under the Act.
- (4) I certify that I do not now owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and have not now in default on any loan received under the Federal Perkins Loan Program (including NDSC loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- (5) I authorize my school to pay to the holder any refund that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- (7) I authorize the release of information pertinent to this loan: (i) by the school, current holder, and the guarantor, or their agents, to members of my immediate family unless I submit written directions otherwise; and, (ii) by and amongst my schools, lenders, guarantors, subsequent holders, the Department of Education, and their agents.
- (8) So that the loan(s) requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

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If necessary to ensure compliance with the Act, I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (including information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

for the

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

V.

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: